deal of well-arranged and correct information on the American law of trusts, but, we submit, that there is a wide difference between information regarding a legal subject, and a foundation on which to rest a knowledge of its fundamental principles. That kind of ground-work, which is the only kind of ground-work which it is worth while for the student who looks forward to the practice of law to have, can be given alone by careful discussion of cases which show the historical growth of the principles. Such a ground-work a student can get in a good law school; but not either in or out of a law school from books written from an informational, didactic and systematic arrangement point of view.

All this, however, is not a criticism of Mr. Bogert's book, but of one of the statements he makes in his preface. From the criticism the reader of this review must not imply that we think that the book is not useful to students. It is useful; but like other well and carefully done law books of this character, we believe its real use to the student lies in the fact that if read after, and not before, he has gained a real ground-work of the subject by intensive study of well-selected cases, it will give him that information on many matters of practical importance which he rarely obtains from a "case course," because detailed and systematically arranged information is not the object of such a course.

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THE PREPARATION OF CONTRACTS AND CONVEYANCES WITH FORMS AND PROBLEMS. By Henry Winthrop Ballantine, Professor of Law in the University of Minnesota. The Macmillan Co., New York City, 1921, pp. 227.

The translation of knowledge into power is usually embarrassing to the inexperienced practitioner, who is apt to discover that, although he has filled his quiver with excellent arrows, he frequently fails to bring down his quarry because he has not learned how to shoot. Students of law should be able to use the store of legal principles through knowledge of legal mechanics in contentious and non-contentious transactions. Courses in practice are intended to train the neophyte in the appropriate methods and ritual of the law so that his appearance on behalf of his client will enable him to do the right things and say the proper words in order to translate the principles of law appropriate to his case into the dynamic force necessary to win it. There are those who still seem to think that it is easy to do justice and that, given good intentions, all difficulties may be overcome without much regard to ways and means. It is a cruel fact, however, that formalism is essential in this actual world of ours, however smooth and formless may be the path of right in the world to come. Professor Ballantine has added another to the many excellent works for which doctor and student have to thank him. He has surveyed the field of contracts and conveyances and has offered in this book a volume of immensely valuable practical advice to enable the beginner to find his way in the preparation of documents most likely to be used in ordinary office work, such as contracts of employment

and of sale, building contracts, articles of partnership, and other business documents, those relating to real estate and corporations, and wills. The forms, which alone would be of lesser value, are accompanied by suggestions and warnings and points to be noted, as well as by problems stated for the purpose of testing the student's ability to do original work. The book may be cordially recommended to students of law as one that will help them materially in a difficult field of their work as young members of the bar.

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SALE IN ROMAN DUTCH LAW. By G. T. Morice. Published by T. Maskew Miller, Cape Town, South Africa, 1919, pp. 247.

This book is primarily designed as a practical text-book on the South African law of sales. The author has, however, for purposes of comparison, appended to each chapter a reference to the English, French and German law on the topic immediately under discussion, that the lawyer may be "saved from imagining that those (rules) to which he is accustomed, are the necessary embodiment of wisdom." These references are, however, very brief, and are rarely accompanied by any discussion as to the relative merits of the Dutch and the other systems treated, the reader being left to draw his own conclusions from a mere statement of the differences.

The differences in the various systems of law are noted only in connection with the treatment of general principles of the Dutch law, it being manifestly impracticable in a book of this size to treat in detail the foreign law.

The book purports to cover the whole South African law of sales, including the statute law and judicial decisions, and makes the American reader yearn for a return to the day when the whole American law of sales could be treated in two hundred and fifty pages, with a citation of two hundred and seventy-six cases.

The subject is treated in seventeen chapters, the titles to which, with the exception of Chapter 14, *"Laesio enormis,"* read familiarly to the American lawyer; and in a few States we have a modified form of the doctrine in the maxim, "a sound price demands a sound article." The doctrine has, however, been abolished by statute in Cape Colony and in the Free State and is in force only in the Transvaal and Natal.

In the French law the doctrine still exists in relation to sales of personal property, and the vendor who has been prejudiced to the extent of more than seven-twelfths of the value of the article sold is entitled to a rescission of the sale or to an increase of the price.

There is, of course, no mention of the subject of lien, a topic that plays so important a part in our law of sale; for since under the Roman and South African law title to property sold does not pass until delivery, there is no need for the doctrine of lien. Our author thinks that the same reason makes unnecessary the doctrine of stoppage in transitu, which has been introduced by statute into the law of two provinces—Cape Colony and the